REBECCA J. WINTHROP (SBN 116386)
NORTON ROSE FULBRIGHT US LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
Telephone: (213) 892-9200
Facsimile: (213) 892-9494
rebecca.winthrop@nortonrosefulbright.com

RYAN E. MANNS (*pro hac vice*)
JASON I. BLANCHARD (*pro hac vice*)
NORTON ROSE FULBRIGHT US LLP
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Telephone: (214) 855-8000
Facsimile: (214) 855-8200
ryan.manns@nortonrosefulbright.com
jason.blanchard@nortonrosefulbright.com

Attorneys for Roman Catholic Welfare Corporation of Oakland, Roman Catholic Cemeteries of the Diocese of Oakland, and Adventus

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

In re:

THE ROMAN CATHOLIC BISHOP OF OAKLAND, a California corporation sole,

Debtor.

Case No. 23-40523 WJL

Chapter 11

JOINDER OF THE ROMAN CATHOLIC WELFARE CORPORATION OF OAKLAND, THE ROMAN CATHOLIC CEMETERIES OF THE DIOCESE OF OAKLAND, AND ADVENTUS TO THE DEBTOR'S MEMORANDUM OF LAW IN SUPPORT OF CONFIRMATION OF DEBTOR'S MODIFIED FOURTH AMENDED PLAN OF REORGANIZATION, DATED MARCH 27, 2026

[Related to Doc. # 3100]

Judge: Hon. William J. Lafferty
Date: June 15, 2026
Time: 9:00 AM
Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

DOCUMENT PREPARED ON RECYCLED PAPER

The Roman Catholic Welfare Corporation of Oakland ("RCWC"), The Roman Catholic Cemeteries of the Diocese of Oakland ("RCC"), and Adventus (collectively, the "Non-Debtor Catholic Entities"), non-debtor entities affiliated with the Roman Catholic Bishop of Oakland, the debtor and debtor-in-possession ("Debtor") in the above captioned chapter 11 case, hereby file this joinder (the "Joinder") to the *Debtor's Memorandum of Law In Support of Confirmation of Debtor's Modified Fourth Amended Plan of Reorganization* ("Debtor's Confirmation Brief") [Docket No. 3100].[1]

The Non-Debtor Catholic Entities fully and unconditionally support confirmation of the Plan. Each has voluntarily committed significant resources to support the Plan's success: RCWC through a $30,000,000 contribution to the Survivors' Trust; RCC through a $55,000,000 exit facility that provides the Reorganized Debtor the financing necessary to fund the Initial Debtor Contribution and post-confirmation operations; and Adventus through the Livermore Option, which creates the potential for additional funding for the Survivors' Trust from the sale of significant real property assets. These commitments were made voluntarily, at arm's length, with the benefit of independent legal counsel, and with the approval and support of each entity's Board of Directors. In support of this Joinder, the Non-Debtor Catholic Entities state as follows:

I. Background

1. The Non-Debtor Catholic Entities incorporate by reference the Debtor's Confirmation Brief as if fully set forth herein.

2. On May 8, 2023, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor has continued to operate its ministry and manage its properties as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed.

3. On March 27, 2026, the Debtor filed the Plan, which establishes a Survivors' Trust to compensate holders of Abuse Claims and provides for material financial commitments from the Non-Debtor Catholic Entities to fund recoveries for abuse survivors. The Debtor has now filed its

[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Debtor's Confirmation Brief and the Plan.

DOCUMENT PREPARED ON RECYCLED PAPER

Case: 23-40523 Doc# 3104 Filed: 06/05/26 Entered: 06/05/26 19:23:52 Page 2 of 8

Confirmation Brief demonstrating that the Plan satisfies all requirements for confirmation under 11 U.S.C. § 1129.

4. RCWC, RCC, and Adventus are each separately incorporated non-profit entities affiliated with the Debtor but legally separate and distinct from it. The Plan expressly defines RCWC and RCC as "non-profit religious corporation[s], separate and distinct from RCBO." Plan §§ 1.1.132, 1.1.134. Each entity maintains its own independent Board of Directors, officers, and management and is not subject to the Debtor's day-to-day operational direction or control.

5. The Non-Debtor Catholic Entities have each filed declarations in support of the Plan: the Declaration of Andrew Currier on behalf of RCWC [Docket No. 3103-7] (the "Currier Declaration") and the Declaration of Ronald Gies on behalf of RCC [Docket No. 3103-6] (the "Gies Declaration"). The Non-Debtor Catholic Entities incorporate by reference the Supporting Declarations as if fully set forth herein.

II. RCWC's SUPPORT FOR THE PLAN AND CONTRIBUTION

6. RCWC is a non-profit religious corporation organized under California law, separate and distinct from the Debtor. Plan § 1.1.134. RCWC maintains an independent Board of Directors that exercises fiduciary oversight of RCWC's management, finances, and operations, independent of the Debtor's leadership and the Roman Catholic Bishop of Oakland. RCWC is not subject to the Debtor's operational control, and the decision to support this Plan and make the RCWC Cash Contribution reflects the independent judgment of RCWC's Board, made with the benefit of independent legal counsel and in furtherance of RCWC's charitable mission

7. Under the Plan, RCWC will contribute $30,000,000 (the "RCWC Cash Contribution") to the Survivors' Trust through the RCWC Escrow on the following schedule: *See* Plan § 9.3.2.1.

8. In addition, during the Plan Payment Period, RCWC shall pay into the RCWC Escrow the net proceeds (after closing costs and professional fees) from any sale of unencumbered RCWC real property. *See* Plan § 9.3.2.1.

9. In exchange for its contribution, RCWC, to the extent it holds Class 7A or Class 7B Claims, will be deemed to have waived its Abuse Related Contribution Claims against the Debtor,

DOCUMENT PREPARED ON RECYCLED PAPER

the Reorganized Debtor, the Estate, the Survivors' Trust, and any Settling Insurer. *See* Plan §§ 4.7.2, 4.8.2.

10. RCWC's contribution is entirely voluntary. It was the product of extensive, good-faith negotiations conducted at arm's length between RCWC and the Debtor, with RCWC represented throughout by independent legal counsel. RCWC has the financial resources and liquidity necessary to fulfill its payment obligations under the Plan. No conditions remain unsatisfied that would prevent RCWC from funding its obligations other than the occurrence of the Effective Date, and RCWC is ready and able to fund the Initial RCWC Contribution of $7,700,000 on the Effective Date.

11. RCWC's Board of Directors has reviewed and approved RCWC's contribution under the Plan in accordance with RCWC's governing documents and applicable California nonprofit corporation law. No additional state, regulatory, or governmental approvals are required for RCWC to make the RCWC Cash Contribution as contemplated by the Plan. As further detailed in the Currier Declaration, RCWC's performance of its obligations under the Plan is consistent with the requirements of section 1129(a)(16) of the Bankruptcy Code.

III. RCC'S SUPPORT FOR THE PLAN AS EXIT FACILITY LENDER

12. RCC is a non-profit religious corporation organized under California law, separate and distinct from the Debtor. *See* Plan § 1.1.132. Like RCWC, RCC maintains an independent Board of Directors that acts independently of the Debtor's leadership. RCC's decision to provide the exit facility reflects its own independent judgment, made with the benefit of independent legal counsel and in furtherance of RCC's charitable mission and commitment to the Debtor's successful reorganization.

13. Under the Plan, RCC, as Exit Facility Lender, will provide the Reorganized Debtor with a $55,000,000 exit facility (the "Exit Facility") on the Effective Date. *See* Plan § 11.1. The Exit Facility consists of (a) up to $15,000,000 to refinance the outstanding DIP Obligations and (b) new money financing for the remaining balance. The proceeds of the Exit Facility shall be used to (i) refinance the outstanding DIP Obligations, (ii) fund the Initial Debtor Contribution of $40,000,000 to the Survivors' Trust, and (iii) fund the post-confirmation operations of the

DOCUMENT PREPARED ON RECYCLED PAPER

Reorganized Debtor. Plan § 11.1.

14. The Exit Facility is secured by a first-priority security interest in the Collateral Package, consisting of the real properties identified as "RCC Collateral" on Exhibit G to the Amendment to Plan Supplement [Docket No. 3037]. All liens and security interests granted in connection with the Exit Facility Documents shall be automatically perfected on the Effective Date without further filing or recordation, and shall not be subject to discharge, avoidance, recharacterization, or subordination. *See* Plan § 11.2.

15. In exchange for its Allowed Secured Claim (Class 1), RCC shall receive payment in full pursuant to the RCC Prepetition Loan Documents, with default interest and late payment fees waived and any unpaid principal due prior to the Effective Date amortized over the remaining loan term. *See* Plan § 4.1.2. Execution of the Exit Facility Documents on terms satisfactory to RCC is a non-waivable condition precedent to Plan effectiveness. *See* Plan §§ 10.2.3, 10.2.10.

16. No conditions remain unsatisfied that would prevent RCC from providing the Exit Facility, other than those set forth in Plan Article X.

17. The terms of the Exit Facility are the product of extensive, good-faith negotiations between RCC and the Debtor, conducted at arm's length and with the benefit of independent legal counsel on both sides. The Exit Facility reflects commercially reasonable terms for a secured exit lending transaction, including standard lender protections and automatic perfection of RCC's security interests upon the Effective Date.

18. RCC's Board of Directors has reviewed and approved (a) RCC's provision of the $55,000,000 Exit Facility on the terms set forth in the Plan, and (b) the Collateral Package securing the Exit Facility, in accordance with RCC's governing documents and applicable California nonprofit corporation law. No additional state, regulatory, or governmental approvals are required for RCC to provide the Exit Facility as contemplated by the Plan. As further detailed in the Gies Declaration, RCC's performance of its obligations under the Plan is consistent with the requirements of section 1129(a)(16) of the Bankruptcy Code.

IV. ADVENTUS'S SUPPORT FOR THE PLAN AND THE LIVERMORE OPTION

19. Adventus is a California nonprofit public benefit corporation, separate and distinct

DOCUMENT PREPARED ON RECYCLED PAPER

from the Debtor. Adventus maintains an independent governance structure and made the decision to support this Plan in the exercise of its own independent judgment.

20. Adventus owns the Livermore Property, approximately 122.5 acres of vacant land located at 3658 Las Colinas Road, Livermore, California. In prior versions of the Plan, Adventus had worked with the Debtor to transfer title of the Livermore Property as additional funding for the Survivors' Trust. *See* Disclosure Statement at 10 [Docket No. 2902]. The Livermore Property is currently valued at approximately $14 million but may be worth significantly more—potentially in excess of $100 million—if re-entitled for residential development. *Id*. Since 2025, Adventus has been actively pursuing re-entitlement so that the Livermore Property may be used for residential development. *Id*.

21. Under the Plan, the Livermore Property is subject to the Livermore Option. *See* Plan § 9.3.4. If any portion of the Livermore Property is sold on or before the date three years and six months after the Effective Date, Adventus has agreed with the Debtor the net proceeds of each such sale shall be distributed as set forth in Plan § 9.3.4.

22. The Livermore Option provides potentially significant additional funding for the Survivors' Trust. If the Livermore Option proceeds, together with all prior Debtor payments, it will result in the Survivors' Trust receiving the full Debtor Contribution amount under the Plan, and the Debtor shall have no further payment obligations to the Survivors' Trust. *See* Plan § 9.3.4.4. Adventus fully supports the Plan and has cooperated with the Debtor in structuring this arrangement.

V. THE PLAN SATISFIES THE REQUIREMENTS FOR CONFIRMATION

23. The Non-Debtor Catholic Entities incorporate by reference the Debtor's Confirmation Brief and all supporting declarations, exhibits, and Plan documents as if fully set forth herein. The Non-Debtor Catholic Entities fully support the Debtor's showing that the Plan satisfies all requirements for confirmation under 11 U.S.C. § 1129. The following points, specific to the Non-Debtor Catholic Entities' roles under the Plan, further support confirmation.

A. Good Faith Under Sections 1129(a)(3) and 1125(e)

24. Each of the Non-Debtor Catholic Entities has acted in good faith within the meaning

DOCUMENT PREPARED ON RECYCLED PAPER

of section 1125(e) of the Bankruptcy Code in connection with all actions taken in furtherance of the Plan. The Plan provides that the Confirmation Order shall include a finding of fact to that effect with respect to RCC, RCWC, Adventus, and their respective officers, directors, employees, and professionals. *See* Plan § 10.1.6. RCC and RCWC are Exculpated Party entitled to the benefit of the Plan's Exculpation Clause. Adventus is not listed as an Exculpated Party under Plan § 1.1.65 but fully supports the Plan and has acted in good faith. *See* Plan § 13.6.

25. The Non-Debtor Catholic Entities' contributions and commitments under the Plan—each negotiated extensively at arm's length with independent legal counsel and approved by independent governing boards acting in the exercise of their fiduciary duties—provide strong support for the Court's findings of good faith under sections 1129(a)(3) and 1125(e).

B. Feasibility Under Section 1129(a)(11)

26. The combined financial commitments of the Non-Debtor Catholic Entities provide substantial support for the feasibility of the Plan under section 1129(a)(11). RCC's $55,000,000 Exit Facility is a non-waivable condition precedent to Plan effectiveness and will fund (i) refinancing of the DIP Obligations, (ii) the $40,000,000 Initial Debtor Contribution to the Survivors' Trust, and (iii) post-confirmation operations of the Reorganized Debtor. RCWC's $30,000,000 Cash Contribution provides meaningful additional recovery for eligible Abuse Claimants over the Plan Payment Period. The Livermore Option creates potential for further significant funding from a property that may be worth in excess of $100 million upon re-entitlement. RCC, RCWC, and Adventus are each ready, willing, and able to perform their respective obligations under the Plan.

C. Compliance with Applicable Non-Bankruptcy Law Under Section 1129(a)(16)

27. Section 1129(a)(16) of the Bankruptcy Code requires that transfers of property under a plan by a nonprofit entity comply with applicable provisions of non-bankruptcy law governing such transfers. As set forth in the Supporting Declarations and confirmed herein, the contributions, exit facility, and related commitments of each of the Non-Debtor Catholic Entities have been duly authorized in accordance with each entity's governing documents and applicable California nonprofit corporation law. No additional state, regulatory, or governmental approvals

DOCUMENT PREPARED ON RECYCLED PAPER

are required. The Plan therefore satisfies section 1129(a)(16) with respect to each of the Non-Debtor Catholic Entities.

WHEREFORE, the Non-Debtor Catholic Entities respectfully request that the Court:

1. Confirm the Debtor's Modified Fourth Amended Plan of Reorganization;

2. Enter the Confirmation Order, including the finding of fact set forth in Plan § 10.1.6 that each of the Non-Debtor Catholic Entities and their respective officers, directors, employees, advisors, attorneys, and agents acted in good faith within the meaning of section 1125(e) of the Bankruptcy Code

3. Determine that the Non-Debtor Catholic Entities are Exculpated Parties entitled to the protections of Plan § 13.6; and

4. Grant such other and further relief as the Court deems just and proper.

Dated: June 5, 2026

REBECCA J. WINTHROP
RYAN E. MANNS (*pro hac vice*)
JASON I. BLANCHARD (*pro hac vice*)
NORTON ROSE FULBRIGHT US LLP

By: */s/ Ryan E. Manns*
RYAN E. MANNS

Attorneys for Roman Catholic Welfare Corporation of Oakland, Roman Catholic Cemeteries of the Diocese of Oakland, and Adventus

DOCUMENT PREPARED ON RECYCLED PAPER